

EFFECTIVE AS A FINAL ORDER

DATE: 8/15/2023

FILED

JUL 25 2023

BEFORE THE BOARD OF HEALING ARTS OF THE STATE OF KANSAS

KS State Board of Healing Arts

In the Matter of

Ainsly, Inc. d/b/a Hi Waldo CLD
Kansas Registration No. 75-00030

Docket No. 24-HA 00004

SUMMARY ORDER

NOW ON THIS 25th day of July 2023, this matter comes before Susan Gile, Executive Director, Kansas State Board of Healing Arts ("Board"), in summary proceedings pursuant to K.S.A. 77-537.

Pursuant to K.S.A. 77-537 and K.S.A. 77-542, this Summary Order shall become effective as a Final Order, without further notice, if no written request for a hearing is made within 15 days of service. Upon review of the agency record and being duly advised in the premises, the following findings of fact, conclusions of law, and order are made for and on behalf of the Board:

Findings of Fact

1. Ainsly, Inc. d/b/a/ Hi Waldo ("Registrant") was issued Registration No. 75-00030 to dispense contact lenses in Kansas on or about January 23, 2020. Registrant has been registered with the Board in good standing during all times pertinent to this Summary Order.

2. Registrant's last mailing address known to the Board is: **CONFIDENTIAL**
CONFIDENTIAL. Registrant's last email address as known to the Board is: **CONFIDENTIAL**. Registrant last certified this contact information to be accurate on its renewal application submitted to the Board on or about February 11, 2021. (Exhibit 1: 2021 Renewal).

Summary Order
Ainsly, Inc. d/b/a Hi Waldo
Registration No. 75-00030

3. The factual basis for this Order is as follows:
- a. On January 10, 2022, the Board received **CONFIDENTIAL** **CONFIDENTIAL** alleging Registrant had distributed contact lenses in Kansas based on incorrect prescriptions, and without verifying such prescriptions. **CONFIDENTIAL** **CONFIDENTIAL**
- b. On March 14, 2022, Board **CONFIDENTIAL** sent Registrant an initial request for information, including a request for a list, printout, or other documentation of all Kansas patients to whom Registrant had distributed contact lenses during the timeframe relevant to the investigation, and also including a request for a written narrative response to the complaint ("Board Request"). The Board Request was sent via U.S. mail to Registrant at the last mailing address provided by Registrant to the Board, in New York, New York. The Board Request was returned to sender as undeliverable and provided no forwarding address. (Exhibit 2: March 14, 2022, Correspondence).
- c. On that same date, Board **CONFIDENTIAL** sent the first of two emails which included the Board Request to the last email provided by Registrant to the Board. **CONFIDENTIAL** did not receive a response to either email. *Id.*
- d. On November 3, 2022, Board **CONFIDENTIAL** sent the Board Request via U.S. mail to an address in London, United Kingdom, which was listed under the "Terms & Conditions" on Registrant's website. This letter was returned to the Board.

(Exhibit 3: November 3, 2022, London, UK Correspondence; Exhibit 4: Hi Waldo Terms and Conditions, p. 14).

e. On December 6, 2022, Board ~~CONFIDENTIAL~~ resent the Board Request via U.S. Mail again, directed to the individual designated by Registrant as bearing responsibility for overseeing Registrant's dispensing of contact lenses in Kansas, at an address in Mesquite, Texas. The Board request was returned to sender as undeliverable. (Exhibit 5: December 6, 2022, Correspondence).

f. On the same date, Board ~~CONFIDENTIAL~~ sent an unencrypted email followed by an encrypted email containing the Board Request to an email address provided by Registrant as the contact information for the individual designated by Registrant as bearing responsibility for overseeing Registrant's dispensing of contact lenses in Kansas. These emails resulted in a message stating that the email address, as disclosed on Registrant's 2021 Renewal, did not exist. (Exhibit 5: December 6, 2022, Correspondence; Exhibit 1: 2021 Renewal, p. 2).

g. On January 11, 2023, Board ~~CONFIDENTIAL~~ called the phone number provided by Registrant as the contact information for the individual designated by Registrant as bearing responsibility for overseeing Registrant's dispensing of contact lenses in Kansas. Board ~~CONFIDENTIAL~~ were directed to a voicemail inbox and instructed to leave a message, and in fact left a message for the individual to contact the Board. This voice message was not returned.

h. On January 13, 2023, Board **CONFIDENTIAL** made a second attempt to call the phone number provided by the individual designated by Registrant as bearing responsibility for overseeing Registrant's dispensing of contact lenses in Kansas. Board **CONFIDENTIAL** were directed to a voicemail inbox and instructed to leave a message, and in fact left a second message for the individual to contact the Board. This voice message was not returned.

i. On the same date, Board **CONFIDENTIAL** sent the Board Request via U.S. Mail to an additional dispensing facility address provided by Registrant on a Registrant's 2021 renewal application, in Carlisle, Pennsylvania. The Board Request also include a notice that a response was due to the Board no later than January 31, 2023. No response was received. (Exhibit 6: January 13, 2023, Correspondence; Exhibit 1: 2021 Renewal).

Applicable Law

4. K.S.A. 65-4967(c) of the Kansas Patient's Contact Lens Prescription Release Act (K.S.A. 65-4965 *et seq.*) sets forth the conditions required for a person or entity not licensed to practice optometry in Kansas to be granted the ability to dispense contact lenses in Kansas. Among other criteria, such person or entity must ensure it:

(4) will respond directly and within a reasonable period of time, not to exceed 15 days, to all communication from the state board of healing arts concerning the dispensing of contact lenses in Kansas;"

* * *

(6) agrees to cooperate with the state board of healing arts in providing information to the regulatory agency of any state where it is licensed or registered concerning matters related to the dispensing of contact lenses in Kansas;" . . .

5. Under K.S.A. 65-4968(a), "The state board of healing arts may revoke the registration or license of any person who is registered under K.S.A. 65-4967, and amendments thereto, or licensed by the state board of healing arts and who is dispensing contact lenses in Kansas under this act for failure to comply with the requirements of the patient's contact lens prescription release act."

Conclusions of Law

6. The Board has jurisdiction over Registrant as well as the subject matter of this proceeding, and such proceeding is held in the public interest.

7. The Board finds Registrant violated K.S.A. 65-4967(c)(4) by failing to respond directly and within a reasonable period of time, not to exceed 15 days, to multiple communications from the Board arts concerning the dispensing of contact lenses in Kansas.

8. The Board finds Registrant violated K.S.A. 65-4967(c)(6) by failing to cooperate with the Board **CONFIDENTIAL** by failing to provide lawfully requested information concerning matters related to the dispensing of contact lenses in Kansas.

9. Based on the facts and circumstances set forth herein, the use of summary proceedings in this matter is appropriate, in accordance with the provisions set forth in K.S.A. 77-537(a), in that the use of summary proceedings does not violate any provision of law, and the protection of the public interest does not require the Board to give notice and opportunity to participate to persons other than Registrant.

IT IS HEREBY ORDERED that Registrant's registration to dispense contact lenses in the state of Kansas is **REVOKED** for its violations of the Kansas Patient's Contact Lens Prescription Release Act, K.S.A. 65-4965 *et seq.*

Dated this 25th day of July 2023.

**KANSAS STATE BOARD
OF HEALING ARTS**

Susan Gile

Susan Gile
Executive Director

Summary Order
Ainsly, Inc. d/b/a Hi Waldo
Registration No. 75-00030

FINAL ORDER NOTICE OF RIGHTS

PLEASE TAKE NOTICE that this is a Final Order. A Final Order is effective upon service. A party to an agency proceeding may seek judicial review of a Final Order by filing a petition in the District Court as authorized by K.S.A. 77-601, *et seq.* Reconsideration of a Final Order is not a prerequisite to judicial review. A petition for judicial review is not timely unless filed within 30 days following service of the Final Order. A copy of any petition for judicial review must be served upon Susan Gile, Executive Director, Kansas Board of Healing Arts, 800 SW Jackson, Lower Level-Suite A, Topeka, KS 66612.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I served a true and correct copy of the above and foregoing **FINAL ORDER** by depositing the same in the United States Mail, postage prepaid, on this 15th day of August 2023, addressed and emailed to:

Ainsly, Inc. d/b/a Hi Waldo

CONFIDENTIAL

Registrant

And a copy was hand-delivered to:

Matthew Gaus, Deputy Litigation Counsel
Kansas State Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612
Matthew.gaus@ks.gov

Licensing Administrator
Kansas State Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612

Office of the General Counsel
Kansas State Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612

And the original was filed with the office of the Executive Director.


Staff Signature

BOARD EXHIBIT # 1

2021 Renewal Application

In the matter of Ainsly Inc.
d/b/a HiWaldo, CLD
Docket No. TBD

6. Agent Designated for Service of Legal Process:

Name: N/A

Residential Address: N/A street city county state zip

7. Name, title and street address of each individual responsible for overseeing the dispensing of contact lenses to persons located in Kansas (attach list if more than one).

Name: DAVID REINKEMEYER - VP OF SALES
first middle last title

Address: CONFIDENTIAL
street city state zip country

Voice: CONFIDENTIAL Fax: _____ E-mail: CONFIDENTIAL

8. Does the state in which the dispensing facility is located require a license/registration to dispense contact lenses?

☒ No ☐ Yes If yes please provide:

State/Country/Jurisdiction	License, Registrant, Certificate no.	Status	Issue Date
_____	_____	_____	_____

9. Regular Hours of Operation:


MON	<u>9am - 5pm</u>	TUE	<u>9am - 5pm</u>	WED	<u>9am - 5pm</u>
THU	<u>9am - 5pm</u>	FRI	<u>9am - 5pm</u>	SAT	<u>9am - 5pm</u>
SUN	<u>9am - 5pm</u>				

10. Applicant acknowledges and certifies as follows:

- Applicant is required to comply with directions and request for information from the appropriate regulatory agency of each state in which applicant is licensed or registered;
- Applicant is required to respond directly and within a reasonable period of time, not to exceed 15 days, to all communications from the Kansas State Board of Healing Arts concerning the dispensing of contact lenses;
- Applicant is required to maintain records of contact lenses that are dispensed in Kansas, and their corresponding valid, unexpired prescriptions;
- Applicant is required and agrees to cooperate with the Kansas State Board of Healing Arts in providing information to the regulatory agency of any state in which the Applicant is licensed or registered concerning matters related to the dispensing of contact lenses in Kansas;
- Applicant is required to provide a toll-free telephone service for responding to questions and complaints from individuals in Kansas during Applicant's regular hours of operation, and agrees to include the toll-free number in literature provided with mailed contact lenses;
- Applicant is required and agrees to refer all questions relating to eye care for the lenses prescribed to the licensee who determined the contact lens prescription;

- g) Applicant is required and agrees to provide the following written notification whenever contact lenses are supplied: **WARNING: IF YOU ARE HAVING ANY OF THE FOLLOWING SYMPTOMS, REMOVE YOUR LENSES IMMEDIATELY AND CONSULT YOUR EYE CARE PRACTITIONER BEFORE WEARING YOUR LENSES AGAIN: UNEXPLAINED EYE DISCOMFORT, WATERING, VISION CHANGE OR REDNESS.**
- h) Applicant is required and agrees to fill contact lens prescriptions without deviation or substitution of lenses and according to the strict directions of a person who is either licensed to practice optometry or medicine and surgery in the State of Kansas; and
- i) Applicant submits to the personal jurisdiction of the courts of the State of Kansas and the of the Kansas State Board of Healing Arts, and waives any claim that the Applicant does not have sufficient minimal contact with the State of Kansas or that the courts or the Kansas State Board of Healing Arts might lack personal jurisdiction in connection with any judicial or administrative action arising out of the dispensing of contact lenses by mail within the State of Kansas.

I, Ashleigh Hinde, hereby certify that I acknowledge the terms, conditions and requirements of Kansas law for dispensing contact lenses by mail, and that I certify compliance with those laws. I have carefully read the questions in the foregoing application and have answered them correctly and without reservation.

Signature: 

Print Name: Ashleigh Hinde

Date: 2021/01/14

11. Fees:

Contact lenses registration \$150.00.

Make the fee payable to: Kansas State Board of Healing Arts or charge by credit/debit card using the attached authorization form.

OFFICIAL RECEIPT
KANSAS BOARD OF HEALING ARTS
800 SW Jackson, Lower Level-Suite A
Topeka, KS 66612
(785) 296-7413

RECEIPT NUMBER: 650572

DATE: 01/22/2021

NAME:
Ainsly Ltd

LICENSE TYPE:

FEE:
Renewal

LIC #:

AMOUNT: 150.00

TYPE: Credit Card

CH/CC #: 112024

RECEIVED FROM:

Ainsly Inc

CONFIDENTIAL

BOARD EXHIBIT # 2

March 14, 2022 Correspondence

In the matter of Ainsly Inc.
d/b/a HiWaldo, CLD
Docket No. TBD

CONFIDENTIAL

CONFIDENTIAL

IMPORTANT NOTICE TO RECORDS CUSTODIAN AND STAFF

*** PLEASE READ CAREFULLY ***

The Kansas State Board of Healing Arts ("Board") genuinely appreciates your cooperation with this records request. We attempt to avoid problems that complicate the process or make complying any more of a burden than absolutely necessary. Please note the following guidelines to help avoid any issues:

1. **AUTHORITY:** The Board is a Health Oversight Agency as defined by HIPAA.
2. **FEES:** As a Health Oversight Agency, the Board respectfully requests the waiver of any associated fees. If this is not possible, please enclose an itemized invoice including your facility's Tax Identification Number.
3. **AFFIDAVIT(S):** *The purpose of the affidavit is to ensure you will not be subpoenaed to testify about the authenticity and completeness of the records.* Contact the investigator if you did not receive an affidavit. Please complete the top *and* bottom portions of the enclosed affidavit(s). Attach the affidavit on top of each individual set of subpoenaed records including, but not limited to: patient records, peer review, and records for multiple patients. A different affidavit may be used, as long as it is complete and notarized.
4. **"ANY and ALL" RECORDS:** Includes diagnostic images and films, pre- and post-operative photographs, and all records from other practitioners, facilities, and other sources that are part of the record in your possession. Images and films and records from other sources should be enclosed with the records submitted from your office or facility. If you are submitting original films, indicate that they are the originals and whether they need to be returned upon completion of the investigation.
5. **RECORDS MAINTAINED BY OTHER DEPARTMENTS:** Please obtain records maintained by other departments, if applicable, and submit all records in one delivery. If necessary, provide copies of this subpoena and attachments to the appropriate department or individual.
6. **COMPLETE & LEGIBLE:** If you submit incomplete or illegible records, you may be required to resubmit them. Please ensure the following:
 - A. **UNALTERED**—*DO NOT* edit or redact materials without prior authorization from the investigator including, but not limited to: patient/medical records, peer review and risk management records, and/or investigative records.
 - B. **ONE-SIDED DOCUMENTS**—Copy 2-sided pages onto 1-sided pages.
 - C. **MARGINS**—All information must be copied completely.
 - D. **ATTACHED NOTES**—Ensure that post-it notes or other items attached to the documents do not cover any portion of the record. If necessary, copy any notes onto a separate page.
 - E. **BINDING**—*NO STAPLES OR NOTEBOOKS*—Paperclips or other binder clips and colored cover sheets identifying separate patient records and/or records from separate sources are encouraged and preferred over tabbed dividers.
 - F. **CONTRAST**—The copies should be easy to read.
 - G. **PASSWORDS**—Provide all passwords to documents including but not limited to Read/Open and Permissions passwords.

PLEASE CONTACT THE INVESTIGATOR WITH ANY QUESTIONS OR CONCERNS.

CONFIDENTIAL

AFFIDAVIT OF CUSTODIAN OF RECORDS

Records: _____

State of _____,

County of _____,

I, _____, being first duly sworn, on oath, depose and say that:
(TYPE OR PRINT NAME)

1. I am a duly authorized custodian of the records of _____ and have the authority to certify those records.
(NAME OF TREATMENT FACILITY AND DEPARTMENT)
2. The copy of the records attached to this affidavit is a true copy of the records described in the subpoena or otherwise requested by an authorized investigator of the Kansas State Board of Healing Arts.
3. The records were prepared by the personnel or staff of the business, or persons acting under their control, in the regular course of the business at or about the time of the act, condition or event recorded.

Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____

CERTIFICATE OF MAILING OR DELIVERYI hereby certify that on _____, _____, I mailed **OR** _____ a copy of the
(SPECIFY DELIVERY METHOD, IF OTHER)
above affidavit with the records to:**CONFIDENTIAL**

Kansas State Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612-1244

by depositing it with the United States Postal Service **OR** _____ for delivery with postage prepaid.
(SPECIFY DELIVERY SERVICE USED, IF OTHER)_____
Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____

From: [Schiesser, Sharon \[KSBHA\]](#)
To: **CONFIDENTIAL**
Subject: Ainsly Inc [Read Receipt requested] (encrypt)
Date: Monday, March 14, 2022 8:45:00 AM
Attachments: [Letter to Ainsly Inc-HiWaldo-Unregistered_03-14-2022.pdf](#)

Dear Ainsly, Inc. d/b/a Hi Waldo Legal Department or whom it may concern:

CONFIDENTIAL

Sharon Schiesser, CMBI | Special Investigator
Kansas State Board of Healing Arts

800 SW Jackson St, Lower Level Ste A | Topeka, KS 66612-1244

Direct: (785) 296-6288 | Disciplinary Dept. Confidential Fax: (785) 368-7103

Sharon.Schiesser@ks.gov | www.ksbha.org

This e-mail and any attachments may contain confidential and privileged information and is intended for the addressee only. If you are not the intended recipient, you should destroy this message and notify the sender by reply e-mail. If you do not wish to receive information via e-mail, please contact the sender. Any disclosure, reproduction or transmission of this e-mail is prohibited without specific authorization from the sender.

From: [Schiesser, Sharon \[KSBHA\]](#)
To: **CONFIDENTIAL**
Subject: Notice of Pending Encrypted Email from the Kansas State Board of Healing Arts
Date: Monday, March 14, 2022 8:38:00 AM

This is notification that you will soon receive an encrypted email from the Kansas State Board of Healing Arts. Please be aware the State's current encryption service will not open on a smart phone and must be opened on a computer. The correspondence attached to the encrypted message has also been sent via U.S. mail. Thank you.

Sharon Schiesser, CMBI | Special Investigator

Kansas State Board of Healing Arts

800 SW Jackson St, Lower Level Ste A | Topeka, KS 66612-1244

Direct: (785) 296-6288 | Disciplinary Dept. Confidential Fax: (785) 368-7103

Sharon.Schiesser@ks.gov | www.ksbha.org

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BOARD EXHIBIT # 3

**London, UK Correspondence
dated November 3, 2022**

**In the matter of Ainsly, Inc.
d/b/a HiWaldo, CLD
Docket No. TBD**

CONFIDENTIAL

CONFIDENTIAL

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3. **AFFIDAVIT(S)**: *The purpose of the affidavit is to ensure you will not be subpoenaed to testify about the authenticity and completeness of the records.* Contact the investigator if you did not receive an affidavit. Please complete the top and bottom portions of the enclosed affidavit(s). Attach the affidavit on top of each individual set of subpoenaed records including, but not limited to: patient records, peer review, and records for multiple patients. A different affidavit may be used, as long as it is complete and notarized.
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CONFIDENTIAL

AFFIDAVIT OF CUSTODIAN OF RECORDS

Records: _____

State of _____,

County of _____,

I, _____, being first duly sworn, on oath, depose and say that:
 (TYPE OR PRINT NAME)

1. I am a duly authorized custodian of the records of _____ and have the authority to certify those records.
 (NAME OF TREATMENT FACILITY AND DEPARTMENT)
2. The copy of the records attached to this affidavit is a true copy of the records described in the subpoena or otherwise requested by an authorized investigator of the Kansas State Board of Healing Arts.
3. The records were prepared by the personnel or staff of the business, or persons acting under their control, in the regular course of the business at or about the time of the act, condition or event recorded.

Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____

CERTIFICATE OF MAILING OR DELIVERY

I hereby certify that on _____, _____, I mailed **OR** _____ a copy of the
 above affidavit with the records to:
 (SPECIFY DELIVERY METHOD, IF OTHER)

CONFIDENTIAL

Kansas State Board of Healing Arts
 800 SW Jackson, Lower Level-Suite A
 Topeka, Kansas 66612-1244

by depositing it with the United States Postal Service **OR** _____ for delivery with postage prepaid.
 (SPECIFY DELIVERY SERVICE USED, IF OTHER)

Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____

CONFIDENTIAL

Kansas State Board of Healing Arts

Special Investigator Sharon Schaeffer

Lower Level Suite A

800 Southwest Jackson Street

Topeka Kansas 66612

USA

Return Service Requested

DEC 01 2022

KANSAS CITY 640

3 NOV 2022 PM 6 L

neopost

FIRST-CLASS MAIL

11/03/2022

INTL

US POSTAGE \$001.40



ZIP 66606

041L12205136

Attention CEO
Ainsly Limited (dba WALDO)

CONFIDENTIAL

00122-0001



CONFIDENTIAL

CONFIDENTIAL

IMPORTANT NOTICE TO RECORDS CUSTODIAN AND STAFF

* * * PLEASE READ CAREFULLY * * *

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4. **"ANY and ALL" RECORDS:** Includes diagnostic images and films, pre- and post-operative photographs, and all records from other practitioners, facilities, and other sources that are part of the record in your possession. Images and films and records from other sources should be enclosed with the records submitted from your office or facility. If you are submitting original films, indicate that they are the originals and whether they need to be returned upon completion of the investigation.
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CONFIDENTIAL

AFFIDAVIT OF CUSTODIAN OF RECORDS

Records: _____

State of _____,

County of _____,

I, _____, being first duly sworn, on oath, depose and say that:
 (TYPE OR PRINT NAME)

1. I am a duly authorized custodian of the records of _____ and have the authority to certify those records.
 (NAME OF TREATMENT FACILITY AND DEPARTMENT)
2. The copy of the records attached to this affidavit is a true copy of the records described in the subpoena or otherwise requested by an authorized investigator of the Kansas State Board of Healing Arts.
3. The records were prepared by the personnel or staff of the business, or persons acting under their control, in the regular course of the business at or about the time of the act, condition or event recorded.

Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____

CERTIFICATE OF MAILING OR DELIVERY

I hereby certify that on _____, _____, I mailed **OR** _____ a copy of the
 above affidavit with the records to:
 (SPECIFY DELIVERY METHOD, IF OTHER)

CONFIDENTIAL

**Kansas State Board of Healing Arts
 800 SW Jackson, Lower Level-Suite A
 Topeka, Kansas 66612-1244**

by depositing it with the United States Postal Service **OR** _____ for delivery with postage prepaid.
 (SPECIFY DELIVERY SERVICE USED, IF OTHER)

Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____

BOARD EXHIBIT # 4

HiWaldo Terms and Conditions

In the matter of Ainsly Inc.
d/b/a HiWaldo, CLD
Docket No. TBD

Captured 11/02/2022 ~SDS

Free Contact Lens Trial | High-Q | X

https://www.hiwaldo.com/help

Due to high demand, our Hydra Boost lenses have temporarily sold out. [Try vitamin B12-infused lenses.](#)

SHOP ALL ▾ FOR DOCTORS ▾

WALDO GET STARTED ABOUT US ▾ LOGIN US ▾

How can we help?

Describe your issue...

Need more assistance?

Get in touch

The quickest way to get hold of us is to text us on [+1 \(660\) 201-8523](#)

Our customer care team is available (toll-free):

Monday to Friday - 3am to 5pm EST
Saturday & Sunday - Closed

Alternatively, you can contact us on

[@waldo_vision](#) [@waldo_vision](#) [+1-888-207-1269](#)
[hello@hiwaldo.com](#)

WALDO Championing your vision

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Terms & Conditions

Hello, and welcome to WALDO.

Please read these Terms of Service carefully before using us.hiwaldo.com (the "Website") and the services, features, promotions, credits, content, applications, or products offered by Ainsly Limited ("we", "us", "our" or "WALDO") (together with the Website, the "Services") in the United States. These Terms of Service set forth the legally binding terms and conditions for your use of the Website and the Services and your purchase of the subscriptions sold through the Services.

We may amend or update all or part of these Terms of Service, our Privacy Policy, Cookies Policy and/or the Services from time to time by posting a notice on the Website or by sending you notice through the Services, via e-mail or by another appropriate means of electronic communication. Your continued use of the Website or our Services will be taken as acceptance of any amendment or updates, so you should revisit this page periodically.

Note that your use of the Services is also subject to our:

- (a) Privacy Policy. Please review our Privacy Policy, which also governs the Services and informs users of our data collection practices; and
- (b) Cookies Policy, which explains how we handle cookies or other device identifiers collected when you access the Services.

BY CLICKING "I ACCEPT" OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS OF SERVICE, INCLUDING WALDO'S PRIVACY POLICY AND COOKIES POLICY (TOGETHER, THESE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES. YOUR USE OF THE SERVICES, AND WALDO'S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY WALDO AND BY YOU TO BE BOUND BY THESE TERMS.

I. Accessing the Services

1. Eligibility

You must be at least 18 years of age to use the Services. By accessing the Website or using the Services, you represent and warrant that (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with any and all applicable laws and regulations. We may, in our sole discretion, refuse to offer the Services to any person or entity and change our eligibility criteria at any time. The Services are offered only for your use, and not for the use or benefit of any third party.

2. Registration

There may be parts of the Services that are restricted to those users who have registered for an account with us (an "Account"). You must provide accurate and complete information and keep your Account information updated. In registering for an Account, you shall not (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a username a name that is otherwise offensive, vulgar or obscene. You must treat your login information (user email and password) as confidential and must not reveal it to anyone else. You are solely responsible for the activity that occurs on your Account, including where money is spent using your up-to-date login details. You can never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services, breach of security or unauthorized use of your Account. You have the ability to delete your Account, either directly or through a request made to one of our customer service team.

3. Accessibility

The Services are available free of charge and "as is" and we do not give you any guarantee as to how you may use it or what it will allow you to do. We endeavor to keep all the information on the Services as up to date as possible but errors may sometimes occur. We may suspend, withdraw or restrict the availability of all or any part of our Services at any time, without notice to you. We cannot guarantee that the Services will operate continuously, without any interruptions or errors due to the connection to the Internet.

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2. Permitted use

You may use the Services solely for your personal use, provided that your use does not damage our reputation or in any way suggest any form of association, approval or endorsement on our part where none exists. Use of the Services for any commercial or business purpose is not permitted.

You must not use the Services for any purpose that is unlawful or prohibited by these Terms. You are responsible for all of your activity in connection with the Services. You agree that you will:

- (a) not use the Services for any illegal purpose or in violation of any applicable laws;
- (b) take reasonable precautions against viruses or other damaging properties (such as using your own virus protection software);
- (c) not seek to copy, reproduce, modify or tamper with the Website in any way;
- (d) not damage or affect our Website systems or security or interfere with other users, or restrict or inhibit anyone else's use of the Website or rights in connection with the Website;
- (e) not use the Website to transmit any material that is defamatory, offensive, unlawful or otherwise objectionable;
- (f) not collect data from our Website or our systems or attempt to decipher any transmissions to or from the servers hosting our Website;
- (g) not access and/or use the Website or content made available through the Website, for any business or commercial purpose whatsoever;
- (h) not violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- (i) not interfere with security-related features of the Services, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Services except to the extent that the activity is expressly permitted by applicable law;
- (j) not interfere with the operation of the Services or any user's enjoyment of the Services, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Services; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Services;
- (k) not perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, or accessing any other Services account without permission; and
- (l) not attempt to do any of the acts described in this Section 2 or assist or permit any person in engaging in any of the acts described in this Section 2.

3. Intellectual property rights

All content and material made available on or through the Website and the Services, including but not limited to text, graphics, software, photographs and other images, videos, sound, trademarks and logos and in the design or packaging of our products (collectively, the "Content") are owned by us or our licensors and are protected by United States and international copyright laws. You shall abide by and maintain all copyright notices, information and restrictions contained in any Content accessed through the Services. All Content is the property of WALDO or its third party licensors. You have no rights in, or to, the Content, except where we state otherwise. We reserve all other rights to the Content not expressly granted in these Terms.

If you would like to request authorization to use the materials or content on the Services, please contact us at legal@hiwaldo.com.

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3. Intellectual property rights

All content and material made available on or through the Website and the Services, including but not limited to text, graphics, software, photographs and other images, videos, sound, trademarks and logos and in the design or packaging of our products (collectively, the "Content") are owned by us or our licensors and are protected by United States and international copyright laws. You shall abide by and maintain all copyright notices, information and restrictions contained in any Content accessed through the Services. All Content is the property of WALDO or its third party licensors. You have no rights in, or to, the Content, except where we state otherwise. We reserve all other rights to the Content not expressly granted in these Terms.

If you would like to request authorization to use the materials or content on the Services, please contact us at legal@hiwaldo.com.

4. Licenses

1. Limited License. Subject to your complete and ongoing compliance with these Terms, WALDO grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services.

2. License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Services; (b) make modifications to the Services; or (c) interfere with or circumvent any feature of the Services, including any security or access control mechanism. If you are prohibited under applicable law from using the Services, you may not use the Services.

3. Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Services ("Feedback"), then you hereby grant WALDO an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to use the Feedback in any manner and for any purpose, including to improve the Services and create other products and services.

5. User content

1. User Content Generally. There may be instances in which you upload content to the Services, including messages, reviews, photos, video, images, folders, data, text, and other types of works ("User Content"). You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Services.

2. User Content Representations and Warranties. WALDO disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Services. By providing User Content via the Services, you affirm, represent, and warrant that:

(a) you own the User Content or you have the legal right to use the User Content, including the necessary licenses, rights, consents, and permissions to authorize WALDO and users of the Services to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by WALDO, the Services, and these Terms;

(b) your User Content, and the use of the User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause WALDO to violate any law or regulation;

(c) you are solely responsible for the User Content and the consequences of publishing it; and

(d) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

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(d) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

3. **Limited License Grant to WALDO.** By providing User Content to or via the Services, you grant WALDO a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed for any purpose and in any manner in connection with our Services, including but not limited to using the content in connection with advertisements and promotions. Any content which you upload to the Website will not be treated confidentially by us except insofar as it contains personal data. Any personal data in your content will be treated in accordance with our Privacy Policy.

4. **Limited License Grant to Other Users.** By providing User Content to or via the Services to other users of the Services, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Services.

5. **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. WALDO may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you may be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against WALDO with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, WALDO does not permit copyright infringing activities on the Services.

6. **Monitoring Content.** WALDO does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Services by its users. You acknowledge and agree that WALDO reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Services for operational and other purposes. If at any time WALDO chooses to monitor the content, WALDO still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy.

6. **No medical or healthcare advice**

WALDO is not a healthcare provider and does not render medical advice or services. By using the Services, you acknowledge and agree that the information on our Website or otherwise provided to you is for informational purposes only and should never be used as a substitute for the advice provided by your eye care professional or any other medical or healthcare professional. You should instead always consult your eye care professional or other medical professional before making any medical decisions. The communications between our employees or agents and you, whether on the Website or through emails or other direct forms of communication, do not create a medical professional-patient relationship in any respect.

Upon your request, we might refer you to eye care professionals in your area who can fit you for WALDO lenses. These eye care professionals are not our employees or contractors and WALDO is not a healthcare provider. As any relationship between you and any eye care professional you visit is completely independent of WALDO, you acknowledge that WALDO is not liable for any loss or claim that you may have against any such eye care professional. You are responsible for the costs of visiting any eye care professional to be fitted and prescribed to WALDO lenses.

7. **Placing an order**

WALDO contact lenses (the "Contacts") are sold to you in accordance with the Subscription Plan (as defined below) you select when signing up for the Services. WALDO Hydration Drops (the "Hydration Drops") and WALDO Blue Light Glasses ("Glasses") are sold to you on a one time purchase option when you sign up for the Services. The Contacts, the Hydration Drops and the Glasses are collectively referred to as "the Products".

Subscription Plan for Contact Lenses

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Subscription Plan for Contact Lenses

Our Website will guide you through the process you need to follow to select a Subscription Plan and before continuing to the checkout page, you acknowledge that by checking out you confirm both that your prescription is up to date and that you agree to these Terms. Your order will be placed when you click on the "Complete Order" button at the end of the checkout process. Once we've accepted your order and your payment for the order has been processed, we will confirm our acceptance by sending you an email confirmation that your order has been processed (the "Order Confirmation"). Your Order Confirmation will include your order number. Should you need to contact us about your order, please use this order number because it will help us track your order.

Title and risk of loss pass to you upon delivery to the shipping address you specified when you placed the order, provided full payment of all sums due in respect of the product(s), including any delivery charges, has been received. By placing an order, you confirm that:

- (a) you are at least 18 years of age and legally capable of entering into a binding contract;
- (b) you have a valid lens prescription for the Contacts that you wish to order, which has been issued to you by a qualified eye care professional;
- (c) the prescription details provided match in all respects with the prescription issued to you by your qualified eye care professional and all other information provided in placing your order is complete and accurate in all respects;
- (d) your prescription has not expired (and is not due to expire during the period for which the Products have been ordered) and is not more than 12 months old;
- (d) your prescription has not expired (and is not due to expire during the period for which the Products have been ordered) and is not more than 12 months old;
- (e) you consent to us contacting your prescribing eye care professional to verify your prescription details or obtain a duplicate copy of your prescription;
- (f) the Products in your order are for your own use only;
- (g) you are not registered as blind or partially sighted;
- (h) you will use the Products strictly in accordance with the information and instructions provided with the Product and any advice provided by your eye care professional;
- (i) you will discuss any queries relating to your prescription or your use of the Products with your prescribing eye care professional and will attend aftercare appointments as directed by your eye care professional;
- (j) you will renew your prescription in strict accordance with your eye care professional's instructions and will inform us immediately of any changes to your prescription details or any other information that you have provided to us;
- (k) you do not already have an active account with us created under a different email address; and
- (l) you are not ordering a quantity of contact lenses that will exceed the expiry date of your contact lens specification.

It is your responsibility to ensure that the information you provide regarding your eye care professional is accurate in all respects and that your prescription information has been entered in full conformity with what your medical professional has prescribed. Nonetheless, prior to fulfilling your order for a 10-day trial of WALDO lenses (the "Trial"), we will reach out to your eye care professional to verify that we have the correct prescription information for you, and you authorize us to do this when you place your order for a Trial. If the details on your contact lens specification cannot be verified by your eye care professional for any reason, we will not be able to supply the Contacts you have ordered and WALDO will be required to cancel your order. If WALDO has already charged you for the Contacts, we will refund your money within 14 days.

If the customer places an order for the Trial and Hydration Drops simultaneously, WALDO will follow the same steps as above to verify your prescription information for the Contacts. If the details on your contact lens specification cannot be verified by your eye care professional for any reason, we will not be able to supply the Contacts you have ordered however you will receive the Hydration Drops. You will receive an email notifying you of your failed prescription verification and the steps to take to correct your prescription verification. If WALDO has charged you for the Contacts, we will refund your money within 14 days.

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(k) you do not already have an active account with us created under a different email address; and

(l) you are not ordering a quantity of contact lenses that will exceed the expiry date of your contact lens specification.

It is your responsibility to ensure that the information you provide regarding your eye care professional is accurate in all respects and that your prescription information has been entered in full conformity with what your medical professional has prescribed. Nonetheless, prior to fulfilling your order for a 10-day trial of WALDO lenses (the "Trial"), we will reach out to your eye care professional to verify that we have the correct prescription information for you, and you authorize us to do this when you place your order for a Trial. If the details on your contact lens specification cannot be verified by your eye care professional for any reason, we will not be able to supply the Contacts you have ordered and WALDO will be required to cancel your order. If WALDO has already charged you for the Contacts, we will refund your money within 14 days.

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You may check and correct any input errors up until the point at which you submit your order to us by clicking the "Complete Order" button on the checkout page. If you wish to amend your order after the placement of your order, please contact us by telephone or email as soon as possible. We will amend your order where possible but reserve the right not to accept the amendment at our discretion. If we do not accept the amendment, you may cancel the contract if you wish in accordance with the cancellation terms below. Any amendment to an order will only be binding once accepted by us in writing. If you wish to amend the details of your prescription after you have placed an order, we will need to contact your eye care professional again to confirm the revised details of your prescription. Our Products are for your personal, non-commercial use, and once delivered to you may not be resold, redistributed, exported, or used for any other commercial purpose.

Notice for California Users: WARNING: IF YOU ARE HAVING ANY UNEXPLAINED EYE DISCOMFORT, WATERING, VISION CHANGE, OR REDNESS, REMOVE YOUR LENSES IMMEDIATELY AND CONSULT YOUR EYE CARE PRACTITIONER BEFORE WEARING YOUR LENSES AGAIN.

8. When we may refuse an order

Your order constitutes an offer to us to purchase the Products specified in the order, subject to these Terms, at the price and on the terms stated when you sign up and place your order. By clicking the "Complete Order" button, you are agreeing to purchase the Products in your order in the event that we accept your order. All orders are subject to acceptance by us. We are not required to accept your order and may, at our discretion, reject your order. The following is a non-exhaustive list of some of the grounds upon which we may reject an order:

- (a) your eye care professional has not verified the details of your prescription;
- (b) the Product(s) you have chosen are not in stock;
- (c) you are prescribed to toric or multifocal lenses, which we do not carry;
- (d) we cannot obtain authorization for your payment;
- (e) there has been a pricing or product description error;
- (f) the information you have provided is incomplete, inaccurate or incorrect;
- (g) it appears that the order mistakenly duplicates another;
- (h) your order does not meet a minimum order value;
- (i) the order appears to be for commercial use;
- (j) you've previously placed an order for a Trial by utilizing a different email address; or
- (k) you are located, or request delivery to, an address outside of our delivery zone.

9. Subscription Plans, Pricing and Payments

Subscription Plans

WALDO Contact Lenses ("Contacts") are purchased on a subscription service. Therefore, when you buy our Contacts you enter into a monthly, quarterly, bi-annual or annual subscription plan (each, a "Subscription Plan") with us as elected by you in the checkout process. When you place an order for a 10-day trial of WALDO lenses (the "Trial"), we'll require you to provide your payment details to start the Trial.

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We will automatically start to charge you for your Subscription Plan starting on the twelfth day following your order confirmation, and then subsequently on a recurring basis in accordance with the frequency for deliveries selected by you prior to checkout or after checkout through your profile on the website or by contacting us. Following the expiration of the Trial, you will be charged every 28 days if you are subscribed to a monthly plan, every 84 days if you are subscribed to a quarterly plan, every 168 days if you are subscribed to a bi-annual plan, or every 336 days if you are subscribed to an annual plan unless you set a different frequency for deliveries of the Products through your profile. By providing your payment details in conjunction with the Trial, you agree to these ongoing charges using such payment details. If you do not want to be billed these recurring charges, you must cancel your subscription by following our guidelines outlined in section 12.

1. One-time Purchase

WALDO Hydration Drops ("Hydration Drops") and WALDO Blue Light Glasses ("Glasses") are purchased by the Customer on a one-time basis. No Subscription Service is entered into for this item. The Customer is required to register a WALDO Account, but no subscription service is entered into.

1. Pricing and Availability

The price of the Subscription Plan is as quoted on the Website from time to time. All pricing is in U.S. Dollars. The price of the Hydration Drops is as quoted on the Website from time to time. We may change the advertised price of our Products on our Website at any time, but any such change will not affect orders that have already been accepted. We will notify you in advance of any change that may affect your future orders.

We try to ensure that all the prices shown on the Website are accurate, however sometimes errors do occur. Where a Product's correct price is lower than that paid, we will refund the difference to you, and process your order in the usual way. If the correct price is higher, we may contact you for further instructions before we accept your order.

If a Product you have ordered is not in stock, you will receive an email notifying you when the Product will be available and you will have the option to wait until the Product is back in stock or cancel your order.

WALDO, at its sole discretion, may make promotional offers with different pricing to any of WALDO's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

2. Payments and Billing Accounts

You can pay for Products using a valid debit card, credit card or other payment method accepted by the Services (which may change from time to time in our sole discretion) (your "Payment Method"). We accept the following cards: VISA, MasterCard, American Express and PayPal.

We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your WALDO account for the Services (the "Billing Account"). The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms. We are not responsible for errors by the Payment Processor. By providing details of a credit or debit card you confirm that you are authorized to use that Payment Method and you authorize us, through the Payment Processor, to charge your payment method for the total amount of your order, including all applicable taxes. WALDO may seek pre-authorization of your Payment Method account prior to your purchase to verify that the Payment Method is valid and has the necessary funds or credit available to cover your purchase.

Your non-termination or continued use of our Services reaffirms that we are authorized to bill your Payment Method in advance on a periodic basis, in accordance with the Subscription Plan you select, until you terminate the relevant Subscription Plan. You further agree to pay any charges so incurred, including but not limited to, any charges due at the time of termination for any Products ordered and shipped prior to cancellation but not returned to us in accordance with our return policy set out below.

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Your non-termination or continued use of our Services reaffirms that we are authorized to bill your Payment Method in advance on a periodic basis, in accordance with the Subscription Plan you select, until you terminate the relevant Subscription Plan. You further agree to pay any charges so incurred, including but not limited to, any charges due at the time of termination for any Products ordered and shipped prior to cancellation but not returned to us in accordance with our return policy set out below.

You must provide current, complete and accurate information for your Billing Account. You must promptly update all information to keep your Billing Account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify us if your card on file is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your user name or password. Changes to such information can be made directly in your account profile. If you fail to provide any of the foregoing information, you agree that we may continue charging you for any use of the Services under your Billing Account unless you have terminated your Services as set forth above.

WALDO may suspend or terminate access to the Services, including fee-based portions of the Services, for any account for which any amount is due but unpaid. In addition to the amount due for the Services, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

10. Delivery

We will use our reasonable endeavors to deliver the Products to you at the estimated delivery time set out in the Order Confirmation unless you subsequently change this frequency through your Account on the Website. However, we cannot always guarantee that we will always be able to do so. If that is the case we will try to contact you as soon as we are able to in order to rearrange delivery.

We will deliver your Products to the address provided by you in your order. Please check to confirm that the delivery address you have provided is correct. If your delivery address contains errors, we may not be able to provide you with the Products or our delivery of the Products you order may be delayed.

11. Delivery charges

The prices shown on the website for the free Trial offer do not include the cost of delivery and will be shown separately on our website at the checkout stage before you place your order.

All recurring charges in respect of your Subscription Plan include delivery charges.

We reserve the right to charge you a reasonable additional amount if you are not available to accept the delivery and it is necessary to re-deliver your Products.

For one time purchases (OTP), any delivery charge incurred will be displayed on the checkout page and is required to be paid upon checkout.

12. Subscription Cancellation

You may cancel your Subscription Plan during your Trial after five days from the date of your Order Confirmation. These cancellation windows are designed to give you the opportunity to trial the Contacts to determine whether they are suitable for you before cancellation. Following the initial 5-day window, you may cancel your Subscription Plan.

If you wish to cancel your Subscription Plan, you must do so by calling us at 1-888-297-1269 between 3am and 5pm EST, Monday through Friday. We are closed on weekends and federal holidays. Your Subscription Plan cannot be cancelled via email, social media or any other channel offered by the Services. It is your responsibility to cancel your Subscription Plan prior to the next renewal date under your Subscription Plan, and we are not responsible for cancellation requests that are made and not addressed by our customer service team in advance of your next renewal date. If you terminate your Subscription Plan, your subscription will not be renewed after your then-current subscription term expires.

If you are a California resident, you have the ability to cancel your subscription online through your Club WALDO account.

13. Returns, Credits and Refunds

WALDO Contact Lenses and WALDO Hydration Drops

WALDO accepts returns, credits and/or refunds for its WALDO Contact Lenses ("Contacts") and its WALDO Hydration Drops ("Drops") (collectively referred to as the "products") in the following instances:

- If the Customer receives their Contact Lenses and/or Drops delivery and the products are:

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https://www.hiwaldo.com/terms x +

https://www.hiwaldo.com/terms-service

Due to high demand, our Hydra Boost lenses have temporarily sold out. Try vitamin B12-infused lenses.

SHOP ALL FOR DOCTORS

WALDO GET STARTED ABOUT US LOGIN US

WALDO accepts returns, credits and/or refunds for its WALDO Contact Lenses ("Contacts") and its WALDO Hydration Drops ("Drops") (collectively referred to as the "products") in the following instances:

- If the Customer receives their Contact Lenses and/or Drops delivery and the products are:
 - damaged;
 - faulty;
 - Or the incorrect subscription/product is received,

the Customer may request a cash refund for their purchase OR the Customer may request a replacement order with the correct products, free of charge.

All you have to do is contact our customer service team on +1 888 297 1269 and they will assist you through the process

- All returns, credits, refunds or replacements must be logged with the customer service team within 30 days of receipt of your WALDO products.

Restrictions of Returns and Refund on WALDO Contact Lenses and WALDO Hydration Drops

If you wish to return a product for any other reason (eg. failed to cancel subscription, change of mind), the product must be returned to WALDO in its original condition for a full credit to your WALDO Account (kindly note that WALDO does not provide prepaid return labels or reimbursement for your return). None of the Products nor its packaging may be opened, except for the delivery box in which your order arrived. Upon arrival of your returned product at WALDO's Offices, all contents will be assessed to ensure they are sealed and undamaged. Once the assessment has been concluded WALDO will reimburse your WALDO account with a full credit to the amount of your purchase. You may access your credit at any time for future purchases.

Further restrictions:

10-Day Trials: WALDO does not provide ANY refunds or credit on trial lenses delivered.

***Special offers:** WALDO does not provide refunds or credits on any products that are marked "Special Offer" on checkout. WALDO aims to ensure that all our Special Offer products are delivered to you in perfect condition, however there are incidents beyond our control which we undertake to resolve. In the unlikely event that you receive a Special Offer product that is damaged, faulty or the incorrect subscription/product you may request a replacement order with the correct product, free of charge. All you have to do is contact our customer service team on +1 888 297 1269 and they will assist you through the process.

WALDO Blue Light Glasses

WALDO accepts returns, refunds or exchanges for its WALDO Blue Light Glasses ("WALDO Glasses").

Returns

You may return your WALDO Glasses for a full refund in the following instances:

- You have had a change in mind and wish to return your WALDO Glasses for a full refund;
- The WALDO Glasses must be returned in the same condition as you received them (all returns are inspected upon arrival at the WALDO Offices for any damage).
- The WALDO Glasses must be returned in all of its original packaging, including the case, cloth, box and protective plastic sleeve.
- Returns are free, please contact our Customer Service on +1 888 297 1269, who will walk you through the process and provide you with a return shipping label.
- Returns must be logged with WALDO's Customer Service, within 30 days from the date of purchase of your WALDO Glasses.

Limited Time Offer

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https://www.hiwaldo.com/terms-service

Due to high demand, our Hydra Boost lenses have temporarily sold out. [Try vitamin B12-infused lenses.](#)

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- Returns are free, please contact our Customer Service on +1 888 297 1269, who will walk you through the process and provide you with a return shipping label.
- Returns must be logged with WALDO's Customer Service, within 30 days from the date of purchase of your WALDO Glasses.
- Your refund will be processed as soon as WALDO receives your returned item, this may take 10 - 14 days.

Exchanges

You may wish to exchange your WALDO Glasses for another style and/or colour of WALDO Glasses. In this case, we will provide you with a prepaid return shipping label to return your original WALDO Glasses and you may instruct our Customer Service agent which new Style and/or colour you would like to have delivered. Exchanges must comply with the following:

- The original WALDO Glasses must be returned in the same condition as you received them (all returns are inspected upon arrival at the WALDO Offices for any damage).
- The WALDO Glasses must be returned in all of its original packaging, including the case, cloth, box and protective plastic sleeve.
- Exchanges are free, please contact our Customer Service on +1 888 297 1269, who will talk you through the process and provide you with a return shipping label and will place your new WALDO Glasses order.
- Your new WALDO Glasses order will only be shipped once you have shipped the original WALDO Glasses back to WALDO.
- Exchanges must be logged with our Customer Service within 30 days from the date of purchase.

Manufacture Warranty

Our WALDO Blue Light Glasses come with a 12 month manufacturing warranty. The warranty runs for 12 months from the date of purchase against all manufacturing defects.

Please note that the following is excluded from the manufacturing warranty:

- Damage caused by improper use, lack of care, accidents (Broken temples, frames or lenses)
- Aesthetic changes due to daily use (lack of shine, scratches, the disappearance of text in temples, etc)

14. Black Friday Promotion Terms & Conditions

WALDO is offering a Black Friday Promotion ("Promotion"), starting on 20 November 2020 and ending on 30 November 2020. During this period, any purchase of WALDO Blue Light Glasses will receive a free WALDO Overnight Bag.

The eligibility of the Promotion is as follows:

- Any Customer who purchases a pair of WALDO Blue Light Glasses is eligible to receive a free WALDO Overnight Bag;
- Only 1 WALDO Overnight Bag will be issued per Customer order, regardless of the number of Glasses purchased.
- Please note that no more than 1 bag is to be issued to a Customer during this period.

Returns Policy during the Promotion

- WALDO accepts returns for the WALDO Blue Light Glasses.

Limited Time Offer

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Due to high demand, our Hydra Boost lenses have temporarily sold out. [Try vitamin B12-infused lenses.](#)

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Returns Policy during the Promotion

- WALDO accepts returns for the WALDO Blue Light Glasses.
- You may return your WALDO Blue Light Glasses for a full refund in the following instances:
 - You have had a change in mind and wish to return your WALDO Glasses for a full refund;
 - The WALDO Glasses must be returned in the same condition as you received them (all returns are inspected upon arrival at the WALDO Offices for any damage).
 - The WALDO Glasses must be returned in all of its original packaging, including the case, cloth, box and protective plastic sleeve.
 - Returns are free, please contact our Customer Service on +1 888 297 1269, who will walk you through the process and provide you with a return shipping label.
 - Returns must be logged with WALDO's Customer Service, within 30 days from the date of purchase of your WALDO Glasses.
 - Your refund will be processed as soon as WALDO receives your returned item, this may take 10 - 14 days.
- PLEASE NOTE: If you return your WALDO Blue Light Glasses the WALDO Overnight Bag must be returned too.
- If you return your WALDO Blue Glasses and you are refunded for your purchase, you are no longer eligible for the WALDO Overnight Bag.
- If the WALDO Overnight Bag is not received, the Customer will incur a fee.

15. Coupon codes

Coupon codes have no cash value and cannot be redeemable for cash, and cannot be combined with any other offers. There is a limit of one coupon code per order. Each coupon code has its own redemption period as specified in connection with the coupon code itself. The unauthorized reproduction, resale, modification or trade of coupon codes is prohibited.

16. Term, Termination and Modification of the Service

1. Term. These Terms are effective beginning when you accept the Terms or first access or use the Services, and ending when terminated as described in Section 15(ii).
2. Termination. If you violate any provision of these Terms, your authorization to access the Services and these Terms automatically terminate. In addition, WALDO may, at its sole discretion, terminate these Terms or your account on the Services, or suspend or terminate your access to the Services, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time as set forth in Section 12.
3. Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Services; (b) you will no longer be authorized to access your account or the Services; (c) you must pay WALDO any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 3, 4(iii), 5, 6, 13, 15(iii), 16, 17, 18, 20, and 21 will survive.
4. Modification of the Services. WALDO reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. WALDO will have no liability for any change to the Services or any suspension or termination of your access to or use of the Services.

17. Warranty Disclaimer and Release

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https://www.hiwaldo.com/terms-service

Due to high demand, our Hydra Boost lenses have temporarily sold out. Try vitamin B12-infused lenses.

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17. Warranty Disclaimer and Release

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding which users gain access to the Services, or how you may interpret or use the Content you access via the Services. To the fullest extent permitted by law, you agree to release, defend, indemnify and hold WALDO and our officers, directors, agents, consultants, affiliates, subsidiaries, and employees ("WALDO Entities") harmless from all liabilities, claims and expenses, including reasonable attorneys' fees, that arise from or relate to: (a) your unauthorized use of, or misuse of, the Services or Content; (b) your violation of any portion of these Terms; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance or legality of material or Content contained in or accessed through the Services.

If you are a California resident, you hereby waive California Civil Code Section 1542 or any other similar law of any jurisdiction, which says in substance: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

THE SERVICES AND ALL CONTENT ON THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WALDO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES OR ANY CONTENT ON THE SERVICES, WHETHER PROVIDED OR OWNED BY WALDO OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, WALDO DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR CONTENT ACCESSIBLE VIA THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL modules, OR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS, AND WALDO DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR WALDO ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE WALDO ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

18. LIMITATION OF LIABILITY

TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE WALDO ENTITIES BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN) OR (III) FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF THE GREATER OF (A) FEES PAID TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS THREE (3) MONTH PERIOD OR (B) \$100.00.

19. Other important terms

If we reasonably believe that you have breached these Terms, we may take such action as we consider appropriate, including but not limited to withdrawing your right to use the Services.

- 1. Assignment.** These Terms are personal to you, and may not be assigned or transferred by you to another person except with our prior written consent. We may transfer our obligations under the contract to another organization, but this will not affect your rights or our obligations to you under these Terms.
- 2. Third Party Rights.** The contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 3. Entire Agreement.** These Terms, together with the Privacy Policy and Cookies Policy, set out the entire agreement between you and us in respect of your use of the Website and the Services.

3. **Entire Agreement.** These Terms, together with the Privacy Policy and Cookies Policy, set out the entire agreement between you and us in respect of your use of the Website and the Services.
4. **Severability.** Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
5. **No Agency.** No agency, partnership, joint venture or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.
6. **No Waiver.** If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
7. **Governing Law.** These Terms (and any non-contractual obligations arising out of or in connection with them) are governed by English law. This means a contract for the purchase of products through our Website and any dispute or claim arising out of or in connection with it will be governed by English law.
8. **Disputes.** You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any dispute arising between us regarding these Terms of Service.

20. Third Party Services

The Services may contain links to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

21. Special Notices

1. Notice for California Users

Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice:

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Ainsly Limited (dba WALDO), 71-75 Shelton Street, London, WC2H 9BP, Attention: CEO or by telephone at +44 20 3176 8063.

2. Notice for Maine Users

Under Title 32, Chapter 117 Maine Pharmacy Act and the associated implementing Rules, users of the Service from Maine are entitled to the following specific consumer rights notice: Complaints against the mail order contact lens supplier may be filed with the Complaint Coordinator, Office of Licensing and Registration, 35 State House Station, Augusta, ME 04333, tel. (207) 624-8660, or on the worldwide web at www.MaineProfessionalReg.org.

22. Contact us

If you have any queries or complaints about this Website or our Services, please email us at hello@hiwaldo.com or visit the Contact Us section of the Website.

These Terms of Use were last updated on: November 03, 2020

Limited Time Offer

WALDO Championing your vision

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Reviews

Help & Contact

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Visionaries

For Doctors

Buy One, Give Vision

For Students

United States

PayPal

Apple Pay

VISA

AMEX



Google Pay



BOARD EXHIBIT # 5

December 6, 2022 Correspondence

In the matter of Ainsly Inc.
d/b/a HiWaldo CLD
Docket No. TBD

CONFIDENTIAL

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IMPORTANT NOTICE TO RECORDS CUSTODIAN AND STAFF

* * * **PLEASE READ CAREFULLY** * * *

The Kansas State Board of Healing Arts ("Board") genuinely appreciates your cooperation with this records request. We attempt to avoid problems that complicate the process or make complying any more of a burden than absolutely necessary. Please note the following guidelines to help avoid any issues:

1. **AUTHORITY:** The Board is a Health Oversight Agency as defined by HIPAA.
2. **FEES:** As a Health Oversight Agency, the Board respectfully requests the waiver of any associated fees. If this is not possible, please enclose an itemized invoice including your facility's Tax Identification Number.
3. **AFFIDAVIT(S):** *The purpose of the affidavit is to ensure you will not be subpoenaed to testify about the authenticity and completeness of the records.* Contact the investigator if you did not receive an affidavit. Please complete the top and bottom portions of the enclosed affidavit(s). Attach the affidavit on top of each individual set of subpoenaed records including, but not limited to: patient records, peer review, and records for multiple patients. A different affidavit may be used, as long as it is complete and notarized.
4. **"ANY and ALL" RECORDS:** Includes diagnostic images and films, pre- and post-operative photographs, and all records from other practitioners, facilities, and other sources that are part of the record in your possession. Images and films and records from other sources should be enclosed with the records submitted from your office or facility. If you are submitting original films, indicate that they are the originals and whether they need to be returned upon completion of the investigation.
5. **RECORDS MAINTAINED BY OTHER DEPARTMENTS:** Please obtain records maintained by other departments, if applicable, and submit all records in one delivery. If necessary, provide copies of this subpoena and attachments to the appropriate department or individual.
6. **COMPLETE & LEGIBLE:** If you submit incomplete or illegible records, you may be required to resubmit them. Please ensure the following:
 - A. **UNALTERED**—*DO NOT* edit or redact materials without prior authorization from the investigator including, but not limited to: patient/medical records, peer review and risk management records, and/or investigative records.
 - B. **ONE-SIDED DOCUMENTS**—Copy 2-sided pages onto 1-sided pages.
 - C. **MARGINS**—All information must be copied completely.
 - D. **ATTACHED NOTES**—Ensure that post-it notes or other items attached to the documents do not cover any portion of the record. If necessary, copy any notes onto a separate page.
 - E. **BINDING**—*NO STAPLES OR NOTEBOOKS*—Paperclips or other binder clips and colored cover sheets identifying separate patient records and/or records from separate sources are encouraged and preferred over tabbed dividers.
 - F. **CONTRAST**—The copies should be easy to read.
 - G. **PASSWORDS**—Provide all passwords to documents including but not limited to Read/Open and Permissions passwords.

PLEASE CONTACT THE INVESTIGATOR WITH ANY QUESTIONS OR CONCERNS.

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AFFIDAVIT OF CUSTODIAN OF RECORDS

Records: _____

State of _____,

County of _____,

I, _____, being first duly sworn, on oath, depose and say that:
 (TYPE OR PRINT NAME)

1. I am a duly authorized custodian of the records of _____ and have the authority to certify those records.
 (NAME OF TREATMENT FACILITY AND DEPARTMENT)
2. The copy of the records attached to this affidavit is a true copy of the records described in the subpoena or otherwise requested by an authorized investigator of the Kansas State Board of Healing Arts.
3. The records were prepared by the personnel or staff of the business, or persons acting under their control, in the regular course of the business at or about the time of the act, condition or event recorded.

Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____

CERTIFICATE OF MAILING OR DELIVERY

I hereby certify that on _____, _____, I mailed *OR* _____ a copy of the
 above affidavit with the records to:
 (SPECIFY DELIVERY METHOD, IF OTHER)

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**Kansas State Board of Healing Arts
 800 SW Jackson, Lower Level-Suite A
 Topeka, Kansas 66612-1244**

by depositing it with the United States Postal Service *OR* _____ for delivery with postage prepaid.
 (SPECIFY DELIVERY SERVICE USED, IF OTHER)

Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____

From: [Schiesser, Sharon \[KSBHA\]](#)
To: David.Reinkemeyer@dmfulfillment.com; David.Reinkemeyer@dmfulfillment.com
Subject: Notice of Encrypted Email from the Kansas State Board of Healing Arts – **CONFIDENTIAL**
Date: Tuesday, December 6, 2022 12:24:00 PM
Importance: High

Dear Mr. Reinkemeyer:

CONFIDENTIAL

Sharon Schiesser, CMBI | Special Investigator

Kansas State Board of Healing Arts

800 SW Jackson St, Lower Level Ste A | Topeka, KS 66612-1244

Direct: (785) 296-6288 | Disciplinary Dept. Confidential Fax: (785) 368-7103

Sharon.Schiesser@ks.gov | www.ksbha.org

This e-mail and any attachments may contain confidential and privileged information and is intended for the addressee only. If you are not the intended recipient, you should destroy this message and notify the sender by reply e-mail. If you do not wish to receive information via e-mail, please contact the sender. Any disclosure, reproduction or transmission of this e-mail is prohibited without specific authorization from the sender.

S. Schiesser /



Board of Healing Arts

800 SW Jackson, Lower Level Suite A
Topeka, KS 66612 105-00

RETURN SERVICE REQUESTED

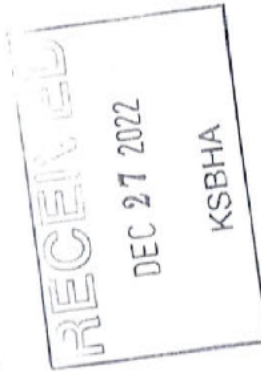
Laura Kelly, Governor

CONFIDENTIAL

KANSAS CITY 640
6 DEC 2022 PM 5 L



David Reinkemeyer, VP of Sales
Ainslv. Inc. d/b/a Waldo



CONFIDENTIAL

CONFIDENTIAL 000036317236

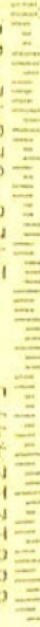
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NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

SC: 66612124473 *1428-02642-06-42



BOARD EXHIBIT # 5

January 13, 2023 Correspondence

In the matter of Ainsly Inc
d/b/a HiWaldo CLD
Docket No. TBD

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IMPORTANT NOTICE TO RECORDS CUSTODIAN AND STAFF

* * * **PLEASE READ CAREFULLY** * * *

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2. **FEES:** As a Health Oversight Agency, the Board respectfully requests the waiver of any associated fees. If this is not possible, please enclose an itemized invoice including your facility's Tax Identification Number.
3. **AFFIDAVIT(S):** *The purpose of the affidavit is to ensure you will not be subpoenaed to testify about the authenticity and completeness of the records.* Contact the investigator if you did not receive an affidavit. Please complete the top *and* bottom portions of the enclosed affidavit(s). Attach the affidavit on top of each individual set of subpoenaed records including, but not limited to: patient records, peer review, and records for multiple patients. A different affidavit may be used, as long as it is complete and notarized.
4. **"ANY and ALL" RECORDS:** Includes diagnostic images and films, pre- and post-operative photographs, and all records from other practitioners, facilities, and other sources that are part of the record in your possession. Images and films and records from other sources should be enclosed with the records submitted from your office or facility. If you are submitting original films, indicate that they are the originals and whether they need to be returned upon completion of the investigation.
5. **RECORDS MAINTAINED BY OTHER DEPARTMENTS:** Please obtain records maintained by other departments, if applicable, and submit all records in one delivery. If necessary, provide copies of this subpoena and attachments to the appropriate department or individual.
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 - B. **ONE-SIDED DOCUMENTS**—Copy 2-sided pages onto 1-sided pages.
 - C. **MARGINS**—All information must be copied completely.
 - D. **ATTACHED NOTES**—Ensure that post-it notes or other items attached to the documents do not cover any portion of the record. If necessary, copy any notes onto a separate page.
 - E. **BINDING**—*NO STAPLES OR NOTEBOOKS*—Paperclips or other binder clips and colored cover sheets identifying separate patient records and/or records from separate sources are encouraged and preferred over tabbed dividers.
 - F. **CONTRAST**—The copies should be easy to read.
 - G. **PASSWORDS**—Provide all passwords to documents including but not limited to Read/Open and Permissions passwords.

PLEASE CONTACT THE INVESTIGATOR WITH ANY QUESTIONS OR CONCERNS.

CONFIDENTIAL

AFFIDAVIT OF CUSTODIAN OF RECORDS

Records: _____

State of _____,

County of _____,

I, _____, being first duly sworn, on oath, depose and say that:
(TYPE OR PRINT NAME)

1. I am a duly authorized custodian of the records of _____ and have the authority to certify those records.
(NAME OF TREATMENT FACILITY AND DEPARTMENT)
2. The copy of the records attached to this affidavit is a true copy of the records described in the subpoena or otherwise requested by an authorized investigator of the Kansas State Board of Healing Arts.
3. The records were prepared by the personnel or staff of the business, or persons acting under their control, in the regular course of the business at or about the time of the act, condition or event recorded.

Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____

CERTIFICATE OF MAILING OR DELIVERYI hereby certify that on _____, _____, I mailed **OR** _____ a copy of the
above affidavit with the records to:
(SPECIFY DELIVERY METHOD, IF OTHER)**CONFIDENTIAL**

Kansas State Board of Healing Arts
800 SW Jackson, Lower Level-Suite A
Topeka, Kansas 66612-1244

by depositing it with the United States Postal Service **OR** _____ for delivery with postage prepaid.
(SPECIFY DELIVERY SERVICE USED, IF OTHER)_____
Signature of Custodian

Subscribed and sworn to before the undersigned on _____, _____.

Signature of Notary Public

My Appointment Expires: _____